

# **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

## **REQUEST FOR PROPOSALS**

**RFP # P2003-36**

### **Technical Assistance for: The California Natural Gas Vehicle Partnership (CNGVP) for Response to Natural Gas Issues**

The South Coast Air Quality Management District (AQMD), on behalf of the California Natural Gas Vehicle Partnership (CNGVP) requests statements of qualifications for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposals the words Bidder, Contractor, and “Consultant” are used interchangeably.

#### **PURPOSE**

The purpose of this RFP is to obtain proposals from potential consultants who can provide technical assistance to Technology Advancement staff pertaining to natural gas related issues including response to legislation, evaluation of new technology and quick response as necessary to issues as they arise.

INDEX: Information on the proposal is listed as follows:

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#### **SECTION I: BACKGROUND/INFORMATION/SCHEDULE OF EVENTS**

The AQMD is a regional governmental agency responsible for meeting air quality health standards in Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties. The Air Quality Management Plan (AQMP) for the Basin identifies the application of clean-burning alternative fuels as promising ways to meet the AQMP goals. These are emission reductions that may not be achievable using conventional fuels and technologies.

The CNGVP was created by AQMD Governing Board approval on February 1, 2002. The CNGVP is a strategic alliance comprised of vehicle and engine manufacturers, air and energy agencies, fuel providers, transit and refuse hauler associations, and other interested parties to facilitate the advancement of NGV technology and deployment. The goals of the CNGVP is to accelerate the deployment of natural gas vehicles, share knowledge, plan joint projects, and discuss the interface between an NGV strategy and national energy policies and to expand engine and vehicle platform development for NGVs.

The CNGVP is led by a Steering Committee that makes decisions by consensus on the activities of the CNGVP. On February 20, 2003, the voting members of the CNGVP Steering Committee approved release of a RFP to retain external expertise to assist in responding to NGV-related issues.

#### CONTACT PERSONS:

Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

Procurement Unit  
South Coast Air Quality Management District  
21865 East Copley Drive  
Diamond Bar, CA 91765-4182  
(909) 396-3520

General questions regarding this RFP should be addressed to:

Connie Day, Program Supervisor  
South Coast Air Quality Management District  
21865 East Copley Drive  
Diamond Bar, CA 91765-4182  
(909) 396-3055 FAX (909) 396-3252  
E-mail – cday@aqmd.gov

Technical questions regarding this RFP should be addressed to:

Fred Minassian, Technology Implementation Manager - Office of Technology Advancement  
South Coast Air Quality Management District  
21865 East Copley Drive  
Diamond Bar, CA 91765-4182  
(909) 396-2641, FAX (909) 396-3252  
E-mail – fminassian@aqmd.gov

#### SCHEDULE OF EVENTS

June 6, 2003	Release of RFP
August 5, 2003	RFP Closes (no later than 5:00 p.m.)
September 2003	CNGVP Steering Committee Approval of Awards
September 2003	Executive Officer Approval

#### SECTION II: PARTICIPATION IN THE PROCUREMENT PROCESS

A. It is the policy of the South Coast Air Quality Management District to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises, and small businesses have a fair and equitable opportunity to compete for and participate in District contracts.

#### B. Definitions:

The definition of minority or women business enterprise set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph F below on procurements funded in whole or in part with U.S. Environmental Protection Agency (EPA) grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise and local business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Minority-or-women business enterprise" as used in this policy means a business enterprise that meets all the following criteria:
  - a) a business that is at least 51 percent owned by one or more minority persons or women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women.
  - b) a business whose management and daily business operations are controlled by one or more minority persons or women.
  - c) a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
2. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).
3. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.
4. "Disabled veteran business enterprise" as used in this policy means a business enterprise that meets all of the following criteria:
  - a) is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
  - b) the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
  - c) is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.
5. "Local business" as used in the Procurement Policy and Procedure means a company that has an on-going business within the boundaries of the South Coast AQMD at the time of bid application and performs 90% of the work related to the contract within the boundaries of the AQMD and satisfies the requirements of Paragraph H below.
6. "Small business" as used in this policy means a business that meets the following criteria:
  - a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
    - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or

- A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

- 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
- 2) Classified between Codes 2000 to 3999, inclusive, of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition.

7. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture.

- C. Under Request for Quotations, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by EPA grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.
- D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE. On procurements which are not funded in whole or in part by EPA grant funds local businesses shall receive five (5) points.
- E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.
- F. When contracts are funded in whole or in part by EPA grant funds and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit minority and women owned enterprises. Contractor shall submit a certification signed by an authorized official affirming compliance with the steps below at the time of proposal submission. The AQMD reserves the right to request documentation demonstrating compliance with these steps prior to contract execution.
1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources including advertising at least ten days in advance of the bid in a variety of media directed to minority-and women-owned business audiences;
  3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  4. Establish delivery schedules, where requirements permit, which encourage participation by small and minority business, and women's business enterprises; and
  5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- G. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
- H. When contracts are not funded in whole or in part by EPA grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business

preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an on-going business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFP calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

- I. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

### **SECTION III: OBJECTIVE**

The objective of this RFP is to solicit one or more consultants with strong technical expertise in the areas of natural gas vehicles, fuels, infrastructure technology, lobbying and public relations skills. This solicitation is being used to leverage AQMD staff resources with specialized outside expertise.

The selected consultant(s) shall perform various tasks and functions designed to provide technical assistance to Technology Advancement staff pertaining to natural gas related issues including response to legislation, evaluation of new technology, lobbying efforts and quick response as necessary to issues as they arise.

### **SECTION IV: GENERAL TASKS AND DELIVERABLES**

The selected Consultant(s) shall perform tasks on an on-needed basis upon receiving written notification from the AQMD's Deputy Executive Office for Science & Technology Advancement. All work will be assigned by task orders as approved by the Project Manager and the Deputy Executive Officer. Each agreement will have specified tasks to be conducted and resources to be utilized. No work can be implemented without authorized parties signing the specific task order(s). Potential tasks include the following:

- Assist CNGVP in providing quick response to issues related to natural gas technologies.
- Assist CNGVP in evaluating NGV related technical studies and provide partnership response to those studies.
- Assist CNGVP in evaluating the technical progress and emissions data of demonstration projects relating to natural gas-fueled vehicles.
- Assist CNGVP in preparing briefings and technical papers, and participate in technical forums in support of natural gas fuel and infrastructure
- Assist CNGVP in developing position papers, lobbying efforts and public relations in the furtherance of natural gas vehicle development, funding, vehicle penetration and promoting federal domestic security.
- Perform other tasks relating to natural gas vehicle technology as directed by AQMD's Deputy Executive Officer.

### **DELIVERABLES**

Specific deliverables and time schedules for task completion will be established by the Deputy Executive Officer in writing when each task is authorized. Deliverables may include but not be limited to one or more of the following: written and/or oral technical reports, draft position papers, language for control measures, attendance at meetings with follow-up reports, etc.

## **SECTION V: QUALIFICATIONS OF BIDDER**

The AQMD requests submittal of detailed expertise and capabilities from consultants who meet a combination of the following technical category qualifications. Individuals can team to submit a joint bid if they have complementary expertise and qualifications that collectively meet the requirements. Statements of qualifications should include evidence documenting experience, expertise, and capabilities wherever possible. Bidder(s) shall be selected for contract award based on the best combinations of qualifications.

- a) College degree and at least 5 years professional experience in the following area(s) of expertise: Engineering, chemistry, air quality control, natural gas engine technology or infrastructure development, public relations and lobbying or related discipline.
- b) The ability to quickly respond, on short notice, to requests for technical assistance, legislative analysis, policy development, development of support programs etc., to further the use and penetration of natural gas vehicles, infrastructure and fueling supplies.
- c) Working knowledge of CARB and AQMD programs, policies, regulations, etc. alternative fuel vehicles, infrastructure requirements, funding programs, etc.
- d) Knowledge of state and local permitting requirements for the establishment of natural gas fueling facilities including fueling technologies being used, and types of vehicles using these facilities.
- e) Working knowledge of EPA and CARB emission regulations and CARB and CEC state incentive programs.
- f) Proven expertise in any of the following areas or any combination of these areas:
  - air pollution formation and control
  - fuel processing and refining
  - infrastructure technology & development
  - natural gas vehicle and infrastructure technologies
  - off-road vehicles and equipment
  - public relations, legislative analysis and political lobbying.
- g) Extensive knowledge of major research and development programs involving the technologies listed in (f) above.
- h) Experience drafting, reviewing, and assessing legislation in the field(s) of expertise.
- i) Established relationships with equipment manufacturers and industry and professional associations.

## **SECTION VI: PROPOSED CONTRACT TERM**

The term of the level-of-effort contract(s) awarded in response to this RFP shall be one year from the start date (approximately September 9, 2003), or until all funds are expended, whichever comes first.

## SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Each proposal must be submitted in three separate volumes:

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III - Certifications and Representations included in Attachment A to this RFP have been executed by an authorized official of the Contractor.

Submitted statements of qualifications must follow the format outlined below and all requested information must be supplied. **Failure to submit qualifications in the required format may result in elimination from evaluation.**

Cover Letter - A cover letter must specify the subject of the RFP, the AQMD RFP number, and Bidder name, address, and telephone number. The bidder should clearly specify the technical area(s) to be considered under this solicitation. The letter shall specify contact person(s) for technical and contractual matters and be signed by the person(s) authorized to represent the individual/company. Firm contact information as follows should also be included in the cover letter:

1. Address and telephone number of office in, or nearest to, Diamond Bar, California.
2. Name and title of firm's representative designated as contact.
3. A separate Table of Contents should be provided for Volumes I and II.

Previous Experience, Education, Expertise, etc. - Please provide an up-to-date resume for all individuals that includes detailed statements regarding your area(s) of expertise, education, experience, special capabilities, etc. as they pertain to the set of qualification(s) you are responding to. Include specific references to projects, published works, development and demonstration programs, liaison activities, relevant contacts,

Conflict of Interest - Address possible conflicts of interest, if any, with other clients affected by actions performed by the firm on behalf of the AQMD. Please provide a list of current and potential near-term future (1-2 years) clients in each of the technical areas that you would like to be considered. Although the bidder will not be automatically disqualified by reason of work performed for such firms, the AQMD reserves the right to consider the nature and extent of such work in evaluating each bidder's qualifications and potential issuance of future task orders.

References - Please provide at least three reference contacts for each of the technical areas that you would like to be considered for under this solicitation.

SIGNATURE - All Proposals submitted must be signed by an authorized representative of the vendor.

Due Date - The proposer shall submit eight (8) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the proposer and the words "Request for Proposal #P2003-36." All proposals are due no later than 5:00 p.m., August 5, 2003 and should be directed to:

Procurement Unit  
South Coast Air Quality Management District  
21865 East Copley Drive  
Diamond Bar, CA 91765

Proposals are due no later than 5:00 p.m. on August 5, 2003. Any corrections or resubmissions of the quote will not be sufficient reason to extend the deadline.

Addenda – AQMD may modify the RFP and/or issue supplementary information or guidelines relating to the RFP during the submittal preparation period of 6/6/03-8/5/03.

Grounds for rejection: A quote may be rejected if:

1. It is received at any time after the exact date and time set for receipt of Proposals.
2. It is not prepared in the format described, or
3. It is signed by an individual not authorized to represent the firm.

Disposition of Proposals - AQMD reserves the right to reject any or all proposals. All responses become the property of AQMD. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

## VOLUME I - TECHNICAL PROPOSAL

### **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME.**

Summary - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

Project Organization - Describe the proposed management structure, program monitoring procedures, and organization of the proposed team.

Qualifications - Describe the technical capabilities. Provide references of other similar work performed during the last five years demonstrating ability to successfully complete the project. Include contact name, title, and telephone number for any references listed. Provide a statement of your firm's background and experience in performing similar projects for other governmental organizations.

Assigned Personnel - Provide the following information on the staff to be assigned to this project:

1. Provide a resume or similar statement of the qualifications of the technical expert.
2. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.
3. Provide a statement of the education and training program provided by or required of the technical expert particularly with reference to management consulting, governmental practices and procedures, and technical matters.
4. Provide a summary of the individual's general qualifications.

Conflict of Interest - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. For each of the technical areas that you would like to be considered, please provide a list of current and potential near-term future (1-2 years) clients. Although the proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal in issuing future task orders.



Additional Data - Provide other essential data that may assist in the evaluation of this proposal.

## VOLUME II - COST PROPOSAL

A total of \$50,000 is available for all contracts to be awarded in response to this RFP. The AQMD may award more than one contract under this solicitation. The total amount will be split among the winning bidders according to proportions determined by the Executive Officer or designee.

The Cost Proposal must include the following:

Name and Address - The Cost Proposal must list the name and complete address of the proposer in the upper, left-hand corner.

Cost Proposal - This is a Time and Materials (T&M) task ordering contract. Cost information must be provided in detail as listed below:

1. Labor – Because the nature of this solicitation is for expert consultation, please provide the fully-burdened hourly rate for each proposed technical expert. (Travel-related expenses will not be included in the hourly rate.) A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee.
2. Travel and Related Expenses - Please confirm that the technical expert can meet the District's practice in charging travel and related expenses stated below.
  - Does not pay cost of money.
  - Will pay a maximum of \$90 per day for lodging, unless prior written approval is received from the AQMD's Program Supervisor.
  - Will pay class C or economy rates for automobile rental, unless prior written approval is received from the AQMD's Program Supervisor.
  - Will only pay coach rate for airfare.
  - Will not pay profit or fee on charges for supplies, equipment, travel, and subcontractors.
  - Will reimburse mileage at a rate of 36 cents/mile.
  - Will pay a maximum of \$35.50/day for meals.
  - Will reimburse costs on an as-incurred basis only.

## **SECTION VIII: PROPOSAL EVALUATION**

- A. Proposals will be evaluated by a panel of three to five AQMD staff members and/or CNGVP Steering Committee members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of a contractor and negotiation of a contract.
- B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Technical Criteria	<u>Points</u>
Technical expertise, training, and education	35
Previous experience, including relevant positions held, number of years and actual work done in the selected area of expertise, evaluations conducted, papers published, etc.	45
2. Cost-effectiveness*	<u>20</u>
<b>Total</b>	<b>100</b>
3. Additional Points	
Small Business or Small Business Joint Venture	10
DVBE or DVBE Joint Venture	10
Use of DVBE or Small Business Subcontractors	7
Local Business (Non-EPA Funded Projects Only)	5

**The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors and local business shall not exceed 15 points.**

- C. To receive additional points in the evaluation process for any of the categories listed above, the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section II. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses.
- D. For procurement of Research and Development (R & D) projects or projects requiring special technical expertise, technical factors including past experience shall be weighted at 80 points and cost shall be weighted at 20 points. A proposal must receive at least 64 out of 80 points on R & D projects and projects for special technical expertise in order to be deemed qualified for award.
- E. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.
- F. The (Executive Officer or Governing Board) may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid review process is limited to clarification by the proposer of information presented in his/her proposal.
- G. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to (Executive Officer or Governing Board) approval at the meeting. All proposers will be notified of the results by letter.

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\* Cost effectiveness will be based upon the most advantageous cost to the AQMD considering fully burdened rates and other direct costs.

**SECTION IX: AWARD OF CONTRACT(S)**

The contract(s) will be awarded to the bidder(s) with the highest score(s) as derived using the above described criteria and rating factors. All contracts are subject to approval by the AQMD Governing Board or by the Executive Officer. All bidders will be notified of the results by letter.

**SECTION X. DRAFT CONTRACT (Provided as example only)**



## South Coast Air Quality Management District

This Contract consists of \*\*\* pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and \*\*\* (referred to here as "CONTRACTOR") whose address is \*\*\*.
2. RECITALS
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
  - B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
  - C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
  - D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
3. PERFORMANCE REQUIREMENTS
  - A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
  - B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
  - C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
  - D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD's final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
  - E. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.
4. TERM - The term of this Contract is from the date of execution by both parties (or insert date) to \*\*\*, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.
5. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of the Contract. The nonbreaching party shall either notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Contract. Notification shall be provided in the manner set forth in Clause 10. The nonbreaching party reserves all rights under

law and equity to enforce this Contract and recover any damages. AQMD reserves the right to terminate this Contract at any time for nonbreach, and for the convenience of AQMD for any reason judged sufficient by AQMD. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.

## 6. INSURANCE

- A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, and the employees of all subcontractors, in accordance with either California or other applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to AQMD of liability insurance with a combined single limit (general and automotive) of \*\*\* Dollars (\$\*\*\*) prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30)-days written notice prior to any modification of any such insurance shall be given by CONTRACTOR to AQMD and such modifications are subject to pre-approval by AQMD.
- C. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- D. All insurance certificates should be mailed to: AQMD Risk Management, 21865 East Copley Drive, Diamond Bar, CA 91765-4182. Include the AQMD Contract Number on the face of the certificate.
- E. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

- 7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, indemnify, and defend AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents as a result of the performance of this Contract.

## 8. PAYMENT

[FIXED PRICE]-use this one or the T&M one below.

- A. AQMD shall pay CONTRACTOR a fixed price of \*\*\* Dollars (\$\*\*\*) for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: \*\*\*.
- B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]
- C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

[T & M]-use this one or the Fixed Price one above.

- A. AQMD shall pay CONTRACTOR a total not to exceed amount of \*\*\* Dollars (\$\*\*\*), including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 - Payment Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: \*\*\*.

- B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars (\$1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars (\$1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
- C. AQMD's payment of invoices shall be subject to the following limitations and requirements:
- i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR) in excess of Two Hundred and Fifty Dollars (\$250). AQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
  - ii) CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
  - iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.
- D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Contract or pre-authorized by AQMD in writing.
- i) AQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
    - Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
    - Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
    - Lodging - Up to Ninety Dollars (\$90) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
    - Meals - Daily allowance is Thirty-Five Dollars Fifty Cents (\$35.50).
  - ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
- Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
  - Meals - Meals billed in excess of \$35.50 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
  - Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
  - Other travel-related expenses - Receipts are required for all individual items in excess of Fifty Dollars (\$50).
- E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

9. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
- A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
  - B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
10. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: \*\*\*

CONTRACTOR: \*\*\*

\*\*\*

\*\*\*

\*\*\*

Attn: \*\*\*

11. EMPLOYEES OF CONTRACTOR

- A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

12. CONFIDENTIALITY - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
- B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
- D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
- E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
- F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.
- G. Prevent access to such information by any person or entity not authorized under this Contract.
- H. Establish specific procedures in order to fulfill the obligations of this clause.
- I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

13. PUBLICATION

- A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
- B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.
14. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
  15. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.
  16. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
  17. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
  18. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
  19. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
  20. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
  21. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
  22. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.



23. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
24. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
25. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
  - B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
  - C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
26. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsels' office. [REMOVE IF NOT REQUESTED ON CRAM]

In addition, the Act requires a contractor to disqualify himself or herself from participating in, making or influencing a decision, which would have a foreseeable material effect on his or her financial interests.

27. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH NON-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), if CONTRACTOR expended Three Hundred Thousand Dollars (\$300,000) or more in a year in Federal Awards. Such audit shall be conducted by a firm of independent accountants in accordance with Generally Accepted Government Audit Standards (GAGAS). Within thirty (30) days of Contract execution,

CONTRACTOR shall forward to AQMD the most recent A-133 Audit Report issued by its independent auditors. Subsequent A-133 Audit Reports shall be submitted to the AQMD within thirty (30) days of issuance.

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

28. **OPTION TO EXTEND THE TERM OF THE CONTRACT** - AQMD reserves the right to extend the contract for a one-year period commencing \*\*\*\*\*(enter date) at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. **REMOVE IF NOT REQUESTED ON CRAM**
29. **KEY PERSONNEL** - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. **REMOVE IF NOT REQUESTED ON CRAM**
30. **APPROVAL OF SUBCONTRACT**
- A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
  - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
  - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.
31. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

\*\*\*

By: \_\_\_\_\_

Barry R. Wallerstein, D.Env., Executive Officer  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Barbara Baird, District Counsel

By: \_\_\_\_\_

//Standard Boilerplate  
06March2003

ATTACHMENT A  
CERTIFICATIONS AND REPRESENTATIONS

Business Information

1. Company Name and Address:

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2. If the Contractor is a corporation please list your state of incorporation

3. If Contractor is a subsidiary or an affiliate please list the name and address of the parent company.

Parent Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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4. If Contractor is a parent company with subsidiaries or affiliates, please list the names of all subsidiaries or affiliates below.

The Contractor hereby attests that it is in good tax standing with the State of California as of the date set forth below

Name of Authorized Representative

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Title

---

Date

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## CERTIFICATION

### DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) OR SMALL BUSINESS

- 1) To receive points in the evaluation process for being a DVBE, the Contractor must submit evidence of certification by an agency whose certification meets the requirements set forth in Section II .B.3 and B.4 of the RFP.
- 2) To receive points in the evaluation process for being a Small Business, the Contractor must submit a self-certification attesting that the business meets the requirements set forth in Section II B.6 of this RFP or provide a certification from the State of California Office of Small Business Certification and Resources, California Department of General Services.

CERTIFICATION  
MOST FAVORED CUSTOMER STATUS

By submission of this offer, the Contractor hereby certifies that the rates contained in its cost proposal are no higher than those charged the Contractor's most favored customer.

Company Name:

---

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Name of Authorized Representative

---

Title

---

Date



## South Coast Air Quality Management District

21865 E. Copley Drive, Diamond Bar, CA 91765-4182 (909) 396-2000

### To Whom It May Concern:

Federal Income Tax Law requires our District to file information returns for “services rendered” by certain individuals and others. The code provides that the Taxpayer Identification Number of the “payment recipient” (you) must be furnished upon request to the “service recipient” (us).

According to the regulations, effective January 1, 1984, if the payee fails to provide the Correct ID Number, payments may be subject to 20% Backup Federal Income Tax Withholding by our District, and the payee is further subject to a penalty of \$50.00 by the IRS.

In order to help us comply with our reporting responsibilities and to protect yourself from withholding or penalty, please provide the following information and complete the attached W-9 form, and return both documents.

1. NINE DIGIT  
Federal Identification No. \_\_\_\_\_  
or \_\_\_\_\_ (please print)  
Social Security No. \_\_\_\_\_
  
2. ENTITY (check one)  
Individual \_\_\_\_\_  
Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_  
Sole Proprietorship \_\_\_\_\_  
Other (specify) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**Note:** Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

## Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect To Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

**Sole Proprietor.**—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

### Part II—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other Payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>1</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>1</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



EPA Project Control Number

United States Environmental Protection Agency  
Washington, DC 20460

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

## **INSTRUCTIONS**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in federal assistance or benefit programs may not receive any assistance award under a federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement Participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

### **Where To Submit:**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA headquarters or regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How To Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractors, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch  
Grants Administrative Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460  
Telephone: 202/475-8025